## CITY OF REDMOND RESOLUTION NO. 1382

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DELEGATING AUTHORITY TO THE MAYOR OR HIS DESIGNEE TO APPROVE LICENSES, PERMITS, AND AGREEMENTS FOR THE USE OF THE RAILROAD CORRIDOR COMMONLY KNOWN AS THE REDMOND SPUR

WHEREAS, the City of Redmond acquired the railroad corridor commonly known as the Redmond Spur from the Port of Seattle in 2010; and

WHEREAS, the railroad corridor was conveyed subject to a number of existing permits and licenses issued by the former owner, Burlington Northern Railway Company, which authorized certain improvements and facilities to be located in the corridor right-of-way; and

WHEREAS, some of the licenses and permits issued by the former owner may not have been assigned to the City and some may have terminated or expired; and

WHEREAS, the Redmond City Council has determined that in order to allow the Mayor or his designee to properly manage the railroad corridor, the Mayor or his designee should be delegated the authority to issues licenses, permits, and agreements for the use of the corridor subject to certain parameters set forth in this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Delegation of Authority. The Mayor or his designee is hereby authorized to issue and enter into such licenses, permits, or other agreements as the Mayor may determine to be necessary and proper in order to manage the use of the railroad corridor commonly known as the Redmond Spur by other public agencies and private users. Any such license, permit, or other agreement shall contain the following provisions:

- A. <u>Use.</u> All licenses, permits, and agreements shall specify the use or improvement to be authorized. No use or improvement other than that specified in the license, permit, or agreement shall be allowed.
- B. <u>Interference</u>. The allowed use or improvement shall not interfere with:
  - 1. Existing or planned City uses or improvements;
  - 2. Existing or planned improvements or uses by King County or rights granted to King County under agreements approved or to be approved by the City; or
  - 3. Existing or planned improvements or uses by the Central Puget Sound Regional Transit Authority (Sound Transit) or rights granted to Sound Transit under agreements approved or to be approved by the City.

- C. Railbanking. All uses and improvements must be consistent with, and not jeopardize, the railbanked status of the railroad corridor under 16 U.S.C. §1247(d), the Notice of Interim Trail Use issued under such statute, and the rulings of the United States Department of Transportation's Surface Transportation Board regarding the Redmond Spur.
- D. <u>Nature of Rights.</u> All licenses, permits, and agreements shall grant only the permission to use the specified land for the specified purpose; no right, title, or interest in the land itself shall be conveyed.
- E. Revocation and Termination. All licenses, permits, and agreements issued or agreed to be the Mayor shall be revocable or terminable at any time at the will of the City, with no cause required for such revocation or termination.
- F. <u>Indemnity</u>. All licenses, permits, and agreements issued or agreed to by the Mayor shall provide for the City, its officers, agents, and employees, to be indemnified, defended and held harmless from any and all claims, demands, losses, expenses, liens, charges, and liabilities of any description (including attorney's fees and costs incurred by the Grantor in connection therewith) for injury, sickness, or death of persons or damage to, loss of, or destruction of property arising, in whole or in part, from the licensee's, permittee's, or user's use or improvement of the railroad corridor under the license,

permit, or agreement. To the extent necessary to fulfill this obligation, the licensee, permittee, or user must expressly agree that the indemnity obligations shall apply to claims brought against the City, its officers, agents, and employees, by employees of the licensee, permittee or user, notwithstanding any immunity provisions of the worker's compensation or industrial insurance statutes.

- G. <u>Non-Transferable</u>. All licenses, permits, or other agreements shall be personal to the licensee, permittee, or user and shall not be transferable to any other person, firm, or entity without the express written consent of the City.
- H. Other Permits. Obtaining a license, permit, or other agreement authorized by this Resolution shall not operate to relieve the licensee, permittee, or user from obtaining any and all other permits required by the City or any other governmental agency for the use or improvement authorized.
- I. <u>Compliance with Laws.</u> All uses authorized under licenses, permits, and agreements issued or entered into under the authority of this Resolution shall comply with all federal, state, and local laws, rules, regulations, ordinances, and codes.
- J. <u>Compensation</u>. A reasonable amount shall be collected in order to compensate the City for the use of the land and to reimburse the City for any costs or expenses incurred or to be

incurred in the issuance of or administration of the license, permit, or agreement or otherwise due to the use or improvements authorized.

K. Other Reasonable Terms. The Mayor or his designee is authorized to impose such other reasonable terms and conditions on licenses, permits, and agreements issued or entered into under the authority of this Resolution which the Mayor or his designee determines are necessary for the proper management of the railroad corridor.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage by the Redmond City Council.

ADOPTED by the Redmond City Council this 15th day of January, 2013.

CITY OF REDMOND

ATTEST:

(SEAL)

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

EFFECTIVE DATE:

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January 9, 2013 January 15, 2013

January 15, 2013